

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-L060 MOD/AMD P00007	Page 2 of 8
Name of Offeror or Contractor: MTS TECHNOLOGIES INC		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Voice Interactive Device Technology

PURPOSE OF MODIFICATION: Mentor-Protege Program (CLIN 0003)

PRIOR CONTRACT AMOUNT: \$2,538,137.62

CONTRACT AMOUNT REVISED THIS ACTION:\$ 195,529.36

CURRENT CONTRACT AMOUNT: \$2,733,666.98

PRIOR OBLIGATED AMOUNT: \$2,538,137.62

AMOUNT OBLIGATED THIS ACTION: \$ 195,529.36

TOTAL OBLIGATED AMOUNT: \$2,733,666.98

The purpose of this modification is to incorporate the Mentor-Protege Agreement between MTS Technologies (the Mentor) and Performed-based Solutions, Inc.(the Protege) (as approved by letter dated 23 September 2003 from the Department of Defense, Office of Small and Small Disadvantaged Business Utilization for participation in the Department of Defense Mentor-Protege Program) into the contract (hereinafter referred to as the Mentor-Protege Agreement). The total amount for one year of contractor performance of the Mentor-Protege Agreement is \$195,529.36 on a cost-only basis.

This is a bilateral modification.

The contract is modified as follows:

1. Section B is updated to reflect the incorporation of additional funding increment in the amount of \$195,529.36 under CLIN 0003 along with applicable payment information.
2. Section F is updated to reflect the period of performance of the Mentor-Protege CLIN 0003. With the addition of CLIN 0003, the contract period of performance is extended to February 10, 2005.
3. Section G is updated to reflect the incorporation of the applicable accounting data.
4. Section H is revised to reflect the addition of paragraph H.3 which incorporates the Mentor-Protege Agreement into the contract by reference.
5. The contract clause entitled "Limitation of Cost", FAR 52.232.20, is incorporated into the contract by reference, with application to CLIN 0003 only.
6. As a result of this Modification P00007, the total contract amount is increased by \$195,529.36, from \$2,538,137.62 to \$2,733,666.98 and the total obligated amount is increased by \$195,529.36, from \$2,538,137.62 to \$2,733,666.98. The funding breakout for this action is summarized below:

<u>CLIN 0001</u>	<u>Previous Contract Amount</u>	<u>Amount This Action</u>	<u>Total Amount</u>
Estimated Cost:	\$ 2,361,057.95	-0-	\$ 2,361,057.95
Fixed-Fee:	\$ 177,079.67	-0-	\$ 177,079.67
Total Estimated Cost:	\$ 2,538,137.62	-0-	\$ 2,538,137.62
<u>CLIN 0003</u> (Cost-Only)	\$ -0-	\$ 195,529.36	\$ 195,529.36

4. Except as specifically provided for in this Modification P00007 all other terms and conditions of Contract DAAE07-02-C-L060 as previously modified remain unchanged and in full force and effect.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: MTS TECHNOLOGIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
000105	<p><u>VOICE INTERACTIVE DEVICE (VID) TECHNOLOGY</u></p> <p>NOUN: MTS TECHNOLOGIES PRON: J622H840J6 PRON AMD: 01 ACRN: AC AMS CD: 51108309009 (AMOUNT: \$ 24,214.08)</p>				ESTIMATED									
000106	<p><u>VOICE INTERACTIVE DEVICE (VID) TECHNOLOGY</u></p> <p>NOUN: NAC PRON: E132C531EH PRON AMD: 01 ACRN: AB AMS CD: 622601H7711 (AMOUNT: \$ 338,963.54)</p>													
0003	<p><u>MENTOR PROTEGE PROGRAM</u></p> <p>NOUN: MENTOR PROTEGE PROGRAM SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>1</td><td>10-FEB-2005</td></tr></table> <p>\$ 195,529.36</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	1	10-FEB-2005	1	LO		\$ 195,529.36
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	1	10-FEB-2005												
000301	<p><u>MENTOR PROTEGE PROGRAM</u></p> <p>NOUN: MENTOR PROTEGE PRON: R342V004R3 PRON AMD: 01 ACRN: AD CUSTOMER ORDER NO: DSAM20402 (AMOUNT: \$ 195,529.36)</p>													

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B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work required under this contract is set forth in Section B. In consideration of performance of the work specified under CLINs 0001 the Government will pay the Contractor the Estimated Cost amount shown opposite CLIN 0001. The total amount shown for CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Funds", but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2 The contractor will be paid the fixed fee stated in Section B opposite CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.3 The estimated cost for performance of the work required under cost-only CLIN 0003 of this contract is set forth in Section B. In consideration of performance of the work specified under CLIN 0003 the Government will pay the Contractor the Estimated Cost amount shown opposite CLIN 0003. The total amount shown for CLIN 0003 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.3 Allowable cost for CLINs 0001 and 0003 shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.

B.2 Payment

B.2.1 CLIN 0001. The contractor may submit public vouchers monthly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.2.2 CLIN 0003. The contractor may submit public vouchers quarterly on a cost-only basis for payment under CLIN 0003 of this contract.

B.3 Funding

B.3.1 The Government shall provide funds under CLIN 0001 of this contract covering the estimated cost and fee hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled LIMITATION OF FUNDS. It is estimated that the incremental amounts are sufficient for the performance of work in each of cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.3.2 Funding Schedule (CLIN 0001)

<u>Performance Period</u>	<u>Amount</u>
FY02 - Award through Dec 31, 2002	\$ 500,000.00
FY03 - Jan 1, 2003 through Nov 30, 2003	\$ 1,374,960.00
FY04 - Dec 1, 2003 through Completion	\$ 663,177.62

B.3.2.1 Funds Obligated (CLIN 0001). The amount of funds currently obligated under CLIN 0001 of this contract is \$2,538,137.62. CLIN 0001 of the contract is fully funded.

B.3.3 Funds Obligated (CLIN 0003). The amount of funds obligated under CLIN 0003 of this contract is \$195,529.36.

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SECTION F - DELIVERIES OR PERFORMANCE

DELIVERIES OR PERFORMANCE

F.1 Hardware Delivery

F.1.1 All hardware shall be delivered F.O.B. destination to the following address:

Commander
U.S. Army Tank-Automotive and Armaments Command
Receiving Dock
ATTN: AMSTA-TR-N, Mitchell Kozera
Warren, MI 48397-5000

F.2 Performance Period (CLIN 0001)

F.2.1 All work required under this contract shall be completed by July 15, 2004. The contractor shall deliver:

F.2.1.1 Report entitled "Voice Interactive Device (VID) Recommendation for Army Technology Demonstrations" four (4) months after contract award.

F.2.1.2 One (1) prototype voice interactive diagnostic embedded computer system installed on a HEMTT VID2/LHS M1120A2R1 by August 25, 2003.

F.2.1.3 One (1) User Manual and Training Manual and Tutorial applicable to the HEMTT VID2/LHS M1120A2R1 platform prototype by August 25, 2003.

F.2.1.4 One (1) User Manual and Training Manual and Tutorial applicable to the FMTV M1078A1 platform prototype by July 15, 2004.

F.2.1.5 Conduct three (3) FMTV M1078 demonstrations by July 15, 2004.

F.2.1.6 A Summary Report by July 15, 2004.

F.2.1.7 The contractor shall deliver a Performance Specification document entitled "Performance Specification for HEMTT VID2/LHS M1120A2R1 System Upgrade" by August 25, 2003.

F.2.1.8 The contractor shall deliver one (1) Engineering Drawing Package for the HEMTT VID2/LHS M1120A1R1 module prototype on or before August 25, 2003.

F.2.1.9 The contractor shall deliver one (1) prototype VID2 voice interactive embedded computer system installed on a FMTV M1078 truck by May 15, 2004.

F.2.1.10 The contractor shall deliver a CD with functional diagnostic parameters on the HEMTT VID2/LHS M11120A2R1 (C.2.7.2) within two (2) weeks of award of Modification P00005.

F.2.1.11 The contractor shall deliver a CD and Data Sheet containing operating performance measurements/readings required by paragraph C.2.7.2 by October 17, 2003.

F.3 Period of Performance (CLIN 0003)

The period of performance under CLIN 0003 shall be from the date of award of Modification P00007 to this contract through February 10, 2005.

F.3.1 The contractor shall also provide copies of all reports and requests for payments required under the Mentor-Protege Agreement to the COR and PCO.

*** END OF NARRATIVE F 001 ***

Name of Offeror or Contractor: MTS TECHNOLOGIES INC

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>OBLG STAT/</u> <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
000301	R342V004R3 DSAM20402	AD	2	\$	0.00	\$ 195,529.36	\$ 195,529.36
					NET CHANGE	\$ 195,529.36	

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Defense Agencies	AD	97 24030011204020080010072559DSAM20402	S49447	\$ 195,529.36
				NET CHANGE \$ 195,529.36

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 2,538,137.62	\$ 195,529.36	\$ 2,733,666.98

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT FURNISHED EQUIPMENT

H.1.1 HEMTT LHS M1120A2R1 Truck to be made available by July 21, 2003.

H.1.2 VID Hardware and Software from Contract DAAE07-01-C-L078.

H.1.3 Developed Software.

H.1.4 FMTV M1078A1 Truck to be provided by September 1, 2003.

H.1.5 Existing FMTV M1078A1 and HEMTT LHS M1120A2R1 IETMs to be provided September 15, 2003.

H.1.6 Commercial Thermal Imaging Night Vision Scope to be provided by January 15, 2003.

H.2 PRE-CONTRACT COSTS

H.2.1 The contractor was authorized pre-contract costs in advance of contract award by PCO letters dated July 31, 2002 and September 6, 2002 which are incorporated into the contract as Attachment 1 (See Section J). The work identified in Attachment 1 shall be deemed to have been performed and the costs incurred after award of this contract, subject to the costs ceilings specified therein.

H.3 The Mentor-Protege Agreement between MTS Technologies, Inc. (Mentor firm) and Performance-based Solutions, Inc. (Protege firm) as approved, by letter dated September 23, 2003, by the Department of Defense, Office of the Small and Small Disadvantaged Business Utilization is incorporated by reference.

*** END OF NARRATIVE H 001 ***